

Exhibit C

Charles Sweeney

11/21/2006

UNITED STATES DISTRICT
DISTRICT OF MASSACHUSETTS

Civ. Action No. 04-10294 DPW

DEBORAH CHIN, individually and on
behalf of all others similarly
situated,

Plaintiff,

vs.

SONUS NETWORKS, INC., HASSAN
AHMED, PH.D. AND STEPHEN NILL,

Defendants.

DEPOSITION OF CHARLES SWEENEY

November 21, 2006

Wyndham Hotel

8100 International Drive

Orlando, Florida 32819

9:27 a.m. - 12:29 p.m.

Reported by:

Lori Junker, RPR

Notary Public, State of Florida

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1 Q Prior to your current situation as being
2 self-employed, where did you work?

3 A I was control and chief compliance officer
4 BPI Global Asset Management from April 1997 through
5 October of last year.

6 Q Did you hold both of those positions at
7 BPI Global throughout your tenure there?

8 A I would say -- I held the
9 responsibilities. The chief compliance officer
10 designation came about as a result of changes and
11 regulations. The SEC mandated that advisors must
12 have a CCO, and I was the person who was designated
13 as such.

14 Q Do you recall when you were designated as
15 CCO?

16 A Not specifically, no.

17 Q Would that have been in 2002?

18 A It had to do with -- there's a specific
19 regulation that the SEC put out related to investment
20 advisors and investment companies, nothing to do with
21 Sarbanes-Oxley.

22 Q If we break these down for a moment, what
23 were your duties and responsibilities as controller
24 of BPI Global?

25 A Anything from a financial accounting point

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1 relationship is.

2 BY MR. PRENDERGAST:

3 Q I understand that BPI Capital was the,
4 quote, end quote, manager?

5 A That is correct.

6 Q And BPI Global had an investment advisor
7 agreement in most cases with the manager; is that
8 correct?

9 A That is correct.

10 Q And then the manager had a direct
11 contractual relationship with the client?

12 A Individual funds.

13 Q The individual funds?

14 A Correct.

15 Q Now --

16 A I stand corrected.

17 Q Did BPI Global have any direct contractual
18 relationship with these clients?

19 MR. CERA: Object to the form.

20 BY MR. PRENDERGAST:

21 Q Do you understand the question?

22 A Yes, I believe so. The specific -- for
23 example, the Canadian mutual fund clients and
24 Canadian hedge fund clients that were structured as
25 mutual funds, our agreement was with BPI Capital

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1 Corporation. The hedge funds were -- had a private
2 placement memorandum, limited partnership agreement
3 underlying it, and individuals subscribed to become
4 limited partners into those.

5 So the client there again was the fund or
6 the limited partnership or the LLC, as the case might
7 be, where individuals would indirectly be considered
8 clients but not truly clients. Separate accounts
9 would be subject to an advisor agreement with BPI.

10 Q With respect to the LLPs and LLCs, what
11 was BPI Global's relationship with them?

12 MR. CERA: Object to the form.

13 MR. PRENDERGAST: Legal relationship.

14 MR. CERA: Which entities are you asking
15 about?

16 MR. PRENDERGAST: He said the LLPs and
17 LLCs he was just describing.

18 THE WITNESS: BPI Global Asset Management
19 was general partner of BPI Global Opportunities
20 Fund, LP; BPI Global Opportunities Fund VII, LP;
21 BPI American Opportunities Fund, LP. There were
22 two LLCs for which it was only a member but also
23 served as investment advisor. It was not the
24 managing member of the two LLCs, one of which I
25 think -- it's not on the list I think here, but

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1 MR. CERA: Object to the form.

2 THE WITNESS: Okay.

3 BY MR. PRENDERGAST:

4 Q Do you understand the question?

5 MR. CERA: I don't know what you mean by
6 legal relationship.

7 MR. PRENDERGAST: Well, in some cases he
8 said they were a general partner and in some
9 cases he said they were investment advisors and
10 in some cases he said --

11 THE WITNESS: In all cases we're an
12 investment advisor.

13 MR. PRENDERGAST: In all cases you were
14 investment advisor, but in some cases you are
15 general partner. In some cases you're just a
16 member, so I'm looking for those
17 identifications.

18 THE WITNESS: Okay. First of all, just to
19 clarify a point that you had made, you said
20 certain transactions, and I would like to say it
21 reflects all transactions in Sonus Networks
22 stock by -- by BPI Global Asset Management as
23 investment advisor for these various funds. To
24 the best my knowledge, this is a complete list
25 of all such transactions, none of them omitted,

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1 and there are no extras as well.

2 MR. CERA: Just so we're clear, this is
3 Sweeney Exhibit 2 beginning on page 5 of the
4 exhibit.

5 THE WITNESS: It ends -- it's listed as
6 page 7 of --

7 MR. CERA: Yeah, it's confusing, but it's
8 page 5 of Sweeney Exhibit 2.

9 MR. MATULE: Just so I'm clear, the
10 statement that the witness just made, is that
11 for all time or only for the time frame listed
12 on the document?

13 THE WITNESS: For the period subject to
14 the suit, so from March '02 to March '04.

15 MR. MATULE: Okay. Irrespective of the
16 fact that the document has a begin date of May
17 12, '03 and an end date of April 8, '04?

18 THE WITNESS: I --

19 MR. CERA: I'm not going to let you ask
20 questions out of turn.

21 MR. MATULE: I'm looking for
22 clarification, that's all.

23 MR. PRENDERGAST: I'll ask the question
24 then.

25 BY MR. PRENDERGAST:

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1 **Q Just identify those for me.**

2 A BPI American Equity Sector Fund, BPI
3 American Opportunities Fund, BPI Global Equity Fund,
4 BPI Global Equity Sector Fund, BPI Global
5 Opportunities Fund, BPI Global Opportunities II fund,
6 BPI Global Opportunities III Fund. I believe those
7 are the ones that were subject to that agreement
8 dated May 31, 1999.

9 **Q So that's the May 31 agreement.**

10 A Okay. Back to that first page. BPI
11 American Opportunities Fund LP, BPI Global was the
12 general partner and investment advisor.
13 BPI Global Equity Hedge Fund, investment
14 advisor only for BPI Global.

15 **Q Can I stop you there for one moment?**

16 A Certainly.

17 **Q So I take it that BPI Global Equity Hedge**
18 **Fund, there was no separate manager?**

19 A I don't recall. It is a foreign mutual
20 fund started by the former chairman, I think, of BPI
21 Capital years ago, but beyond that I don't know.

22 **Q So did BPI Global have a direct**
23 **contractual relationship with BPI Global Equity Hedge**
24 **Fund?**

25 A I do not recall specifically. I would say

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1 probably, but I don't know.

2 Q Please continue.

3 A BPI Select Opportunities Fund LP, BPI
4 Global was the general partner and investment
5 advisor; Dougherty Strategic Equity fund LLC, BPI
6 Global Asset Management was the investment advisor
7 and was a member but not a managing member; Northern
8 Trust Multi-Manager Fund DVG 23, BPI Global was the
9 investment advisor; Fondation Generale de British
10 American Tobacco, investment advisor only for BPI
11 Global; Fondation Prevoyance de British American
12 tobacco, also investment advisor only.

13 Q Could I stop you there for one moment?

14 A Certainly.

15 Q On those three funds: Northern Trust,
16 Fondation Generale de British American Tobacco, and
17 Fondation Prevoyance de British American Tobacco, was
18 there a manager for those funds?

19 A I think there was, but I don't
20 specifically recall. It would have been Northern
21 Trust.

22 Q Do you know if BPI Global had any direct
23 contractual relationship with these funds?

24 A Without looking at the advisor agreements,
25 I don't recall.

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1 **Q I'm sorry. Would you please continue.**

2 **A BPI Global Opportunities Fund VII LP, BPI**
3 **Global was the general partner and investment**
4 **advisor; BPI Global Opportunities Fund LP, general**
5 **partner and investment advisor; Mediolanum Top**
6 **Managers Balanced Fund, investment advisor;**
7 **Mediolanum Top Managers Country Fund, investment**
8 **advisor; Mediolanum Top Managers Opportunities Fund,**
9 **investment advisor; OPTIMA Strategy US Diversified**
10 **Pool, investment advisor.**

11 **Q For the last four that you mentioned, last**
12 **four funds, do you know whether these funds had a**
13 **separate manager?**

14 **A Again, I would prefer to look at the**
15 **agreement itself. I think the answer to that**
16 **question is yes.**

17 **Q Do you know if BPI Global had a direct**
18 **contractual relationship with any of these last four**
19 **funds that you've mentioned?**

20 **A Again, without looking at the document,**
21 **I'm not certain, but I would say the answer is**
22 **probably yes.**

23 **Q Okay. You mentioned one, and I believe**
24 **that was Dougherty Strategic Equity Fund LLC in which**
25 **BPI Global was both the investment advisor and a**

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1 member.

2 A Yes, sir.

3 Q Was there a separate managing member for
4 Dougherty?

5 A Yes, there was.

6 Q Do you know who that was?

7 A Not specifically. It was in the
8 Dougherty --

9 Q Family?

10 A Family, yes.

11 Q What's the difference between a managing
12 member and a member, if you know?

13 MR. CERA: Object to the form.

14 BY MR. PRENDERGAST:

15 Q Do you understand that question?

16 A I would -- again, I can't give you a legal
17 definition.

18 Q Your understanding.

19 A But the managing member would make
20 decisions as to things like auditors, accountants,
21 operational decisions in terms of money being spent
22 if there were any; whereas the investment advisor
23 would be the person who was managing the assets, the
24 investment assets of the fund.

25 Q Do you have an understanding one way or

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1 previously been done on the entity and the
2 individual who expressed the interest would sign
3 the subscription agreement agreeing to the terms
4 of the subscription agreement.

5 BY MR. PRENDERGAST:

6 Q I take it one of the terms, and tell me if
7 you know or don't know, was that you had to put up
8 some amount of money?

9 A I guess. To subscribe to the partnership
10 you would invest a sum in the partnership or the LLC,
11 rather.

12 Q Did BPI Global invest in Dougherty
13 Strategic Equity Fund?

14 A It was an investor, yes.

15 Q For those funds in which you identified
16 BPI Global as a general partner, did BPI Global
17 invest in those funds?

18 A They had invested a sum of money, yes.

19 MR. CERA: Object. All of them?

20 THE WITNESS: Where the firm was a general
21 partner in the limited partnerships, they were
22 also an investor and invested a sum of money.

23 BY MR. PRENDERGAST:

24 Q In those partnerships, limited
25 partnerships in which it was a general partner, were

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1 A 1977. From 1991 to '94 I was with Coopers
2 Lybrand and before that Laventhol & Horwath.

3 Q While you were employed by BPI Global were
4 you employed by any of the other BPI entities
5 simultaneously?

6 A No, sir.

7 Q Were you ever employed by CI Mutual Funds?

8 A No, sir.

9 Q Were you ever employed by Trilogy Global
10 Advisors?

11 A Let me step back -- I'm frankly not sure.
12 BPI Global and Trilogy Advisors merged in May of '05.

13 Q Right.

14 A Trilogy Global Advisors was the owner of
15 both entities after the transaction and -- I'm not
16 sure who paid me specifically, although I consider
17 myself employed by, I guess, both of them because I
18 was CCO of Trilogy and also BPI during those two
19 final months.

20 Q Why did you leave BPI Global?

21 A I was terminated.

22 Q Do you know the reasons for your
23 termination?

24 A The compliance function and financial
25 functions were moved to New York.

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1 statements. And there were some other matters, as I
2 understand it, expense accruals and so forth, and
3 that is -- once all that news was made public, the
4 value of the stock declined, our clients lost money,
5 and BPI being a fiduciary is looking to make our
6 clients whole.

7 Q You mentioned you had an understanding
8 there was erroneous revenue and some other things.

9 A Accruals or something like that.

10 Q Where did you gain your understanding in
11 that regard?

12 A I was made aware of it by counsel.

13 Q By counsel?

14 A Uh-huh.

15 Q What counsel?

16 A Sol's firm.

17 Q At some point did you have a discussion
18 with John Bichelmeyer regarding Sonus?

19 A I did.

20 Q Would you tell me what he said to you and
21 what you said to him regarding the erroneous
22 revenues.

23 A I don't have the specific recollection of
24 a conversation, but generally speaking, before we
25 decided to take this role, I spoke to John and

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1 explained that there were some problems with Sonus in
2 terms of the investment that we made and we had lost
3 money on behalf of our clients and asked him what his
4 thoughts were, not telling him so much but asking
5 him, and he was aware of the situation and told me
6 about it and his reaction was that he thought that we
7 as investment advisors and fiduciaries should pursue
8 this action.

9 Q How many conversations with Mr.
10 Bichelmeyer did you have on this topic?

11 A I would say not a lot. I mean, one or
12 two.

13 Q Do you recall when you may have had those
14 conversations?

15 A April '04.

16 Q Did you approach Mr. Bichelmeyer or did
17 Mr. Bichelmeyer approach you?

18 A I approached him.

19 Q Prior to approaching Mr. Bichelmeyer what
20 did you do to learn of the situation at Sonus with
21 regard to revenues?

22 A Basically listened to our lawyers who had
23 done a substantial amount of due diligence work and
24 hired people to investigate the problems that were
25 out there and to seek information.

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1 Q Who was the law firm that represented BPI
2 Global in the other class action, if you remember?

3 A I do not remember.

4 Q Did you have any other conversations with
5 any other law firms regarding a possible suit against
6 Sonus?

7 A I want to say I think I did only just to
8 ask the question, Is this firm real? I called my
9 lawyer or the firm's lawyer and asked him if he knew
10 anything about them and --

11 Q I will stipulate that I think his firm is
12 real.

13 MR. CERA: Oh, good.

14 MR. PRENDERGAST: That's the last
15 concession you get from me.

16 BY MR. PRENDERGAST:

17 Q Have you read the complaint in this case?

18 A I've had the complaint, yes. There was a
19 draft complaint that I was given and then from that
20 the first complaint was filed and then the first
21 amended complaint was filed.

22 Q Did you provide any of the information
23 that went into the draft complaint?

24 A I would say but for this schedule, you
25 know, there's little information we provided.

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1 Q I'm sorry?

2 A Little information, if any.

3 Q But for the schedule, the losses?

4 A Yes.

5 Q Apart from what you may have learned from
6 your lawyers, did you make any assessment as to
7 whether or not the company had intentionally
8 misrepresented any facts to the public?

9 MR. CERA: Object to the form.

10 THE WITNESS: I would say we relied
11 principally on our lawyer.

12 BY MR. PRENDERGAST:

13 Q Who at BPI Global -- strike that?

14 Who approved the filing of this lawsuit?

15 A I would have signed the documents as
16 controller.

17 Q Did you speak with any of the folks to
18 whom you reported before filing this lawsuit about
19 commencing this lawsuit?

20 A I spoke, I think, briefly with Ryan
21 Burrow.

22 Q Is it Brian or Ryan?

23 MR. CERA: Ryan, R-Y-A-N.

24 THE WITNESS: Ryan Burrow, the president,
25 and just had a short general conversation. And

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1 because we had been through it before and
2 understand our fiduciary obligation to our
3 clients, you know, he realized it would be --
4 the onus would be on me, not him.

5 BY MR. PRENDERGAST:

6 Q Approval is easy when you don't have to do
7 anything.

8 I apologize, I should know this off the
9 top of my head, what was the name of the other
10 litigation?

11 A Turkcell.

12 MR. CERA: T-U-R-K-C-E-L-L.

13 BY MR. PRENDERGAST:

14 Q Had BPI Global been involved in any other
15 class actions besides Turkcell at that point?

16 A No, sir.

17 Q Had BPI Global brought any other claims
18 against a company in which it invested in a legal --
19 strike that. Bring any other lawsuits against
20 companies which any of your entities invested in?

21 A We were not involved in the filing of the
22 lawsuits; however, to the extent that we received the
23 flow of forms, you know, we would fill out the forms
24 and provide the paperwork as necessary.

25 Q Thank you. Other than the one or two

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1 bat for them. There's no specific authority
2 that I'm aware of that says, you know, filing
3 lawsuits against companies that we invest in
4 that lose money.

5 BY MR. PRENDERGAST:

6 Q Did you see the amended complaint in this
7 case --

8 A I did.

9 Q -- before it was filed?

10 A I believe so.

11 Q Now, in 2005 you left BPI Global, correct?

12 A Yes.

13 Q Did you speak with anybody upon your
14 departure from BPI Global regarding oversight of this
15 litigation?

16 A John Myklusch, M-Y-K-L-U-S-C-H.

17 Q Who is John Myklusch?

18 A John is the chief financial officer and
19 now chief compliance officer of Trilogy Global
20 Advisors which is a successor entity to the
21 individual entities that merged in May of 2005.

22 Q Why did you speak to Mr. Myklusch?

23 A Because he is the chief financial officer
24 and chief compliance officer of the successive entity
25 and would be responsible for such matters.

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1 you like.

2 THE WITNESS: I'm okay.

3 MR. CERA: Just a couple minutes.

4 (A brief recess was taken.)

5 BY MR. PRENDERGAST:

6 Q Turning back for a moment, sir, to Exhibit
7 No. 2, if we turn just before the schedule which we
8 were talking about earlier, there is a certificate of
9 plaintiff. Do you see that?

10 A Yes, I do.

11 Q That's -- it bears an execution date of
12 April 8, 2004, and a signature on behalf of BPI
13 Global. Is that your signature?

14 A Yes, it is.

15 Q When did you see this certificate?

16 A I would guess April 8, 2004, or shortly
17 there before.

18 Q What did you do to satisfy yourself
19 regarding the certifications that are set forth in
20 this document?

21 MR. CERA: Object to the form. You can
22 answer if you understand.

23 THE WITNESS: I reviewed the complaint,
24 which is the first representation. The second
25 item was that we did not buy the shares in order

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1 to enter into this lawsuit. We were willing to
2 serve as a representative party on behalf of the
3 class having attempted to do so previously. We
4 did buy and sell the stocks as indicated and the
5 three years prior -- I'm not sure where the
6 Turkcell matter fits into it, but we've not done
7 five, so certainly that's clear. We're not
8 being paid to serve as the class representative.
9 And so having just reviewed them now, I'd say --

10 BY MR. PRENDERGAST:

11 Q Say they were correct at the time you --

12 A Yes, sir.

13 Q Well, on the subject of the fourth
14 certification including providing testimony at
15 deposition and trial, if necessary, do you know who,
16 if anyone, at BPI is prepared to do that now that
17 you've left?

18 A Well, I'm prepared still. My successor,
19 John Myklusch, would be prepared to do so, and then
20 speaking with Mr. Bichelmeyer initially I said this
21 would require you to testify, and to the best of my
22 knowledge, he's willing and able to testify at trial
23 as well.

24 Q Thank you. At any point were you asked to
25 collect documents related to this case to provide to

1 A And it does not appear to be really
2 defined there as well.

3 Q That's why I asked the question. Do you
4 have an understanding in terms of -- strike it out.

5 Do you have an understanding of the
6 meaning of "Advice" as it is used in this agreement
7 in practice?

8 A My understanding of the word "Advice" as
9 it is used in this agreement is that it involves
10 investing with full discretion the asset -- the money
11 that's invested in the various funds by the investors
12 of the individual funds and making a determination of
13 when to buy those funds, when to sell those funds,
14 from whom to -- you know, who to use as an executing
15 broker on either end of those transactions and to
16 vote proxies as need be.

17 Q Can you identify for me, sir -- strike it
18 out. What do you mean by full discretion?

19 A It means -- as I say, we as investment
20 advisor -- BPI Global as an investment advisor makes
21 the decision what to buy, when to buy it, how much to
22 pay for it, who to buy it through, how to vote the
23 proxies and any other matters that pertain to the
24 security.

25 Q Within this agreement, sir, can you

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1 approval of the manager as set forth in the prefatory
2 paragraph, paragraph 6?

3 A Again, I'm not a lawyer, but I would
4 interpret that as giving BPI Capital the ability to
5 step in, as the case might be. But to the best of my
6 knowledge, during the entire history of this account,
7 they have not come and said you should invest in this
8 stock or you shouldn't invest in a particular name.

9 Q You understand, and correct me if I'm
10 wrong, however, that they did have that right?

11 MR. CERA: Object to the form. Go ahead.

12 THE WITNESS: As a two-thirds owner of BPI
13 Global, BPI Capital certainly could control
14 whatever BPI Global did, and they could somehow
15 instruct on any variety of topics.

16 BY MR. PRENDERGAST:

17 Q Per this agreement did the manager have
18 the right to provide instructions or approval to BPI
19 Global as to how BPI Global executed securities
20 transactions?

21 MR. CERA: I'll object to the form. Vague
22 and ambiguous.

23 BY MR. PRENDERGAST:

24 Q Do you understand that question?

25 A I would say that they have a right,

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1 certainly, but at the same time I would say that as a
2 practical matter BPI Global ran autonomously.

3 MR. PRENDERGAST: Move to strike
4 everything after they had the right.

5 MR. MATULE: I second the motion.

6 MR. CERA: They didn't like your answer.

7 BY MR. PRENDERGAST:

8 Q Turn to paragraph 6E. With respect to
9 voting, am I correct that the manager could, if it
10 wanted, direct the advisor per this agreement as to
11 how to vote any security?

12 A Again, they probably could, but as a
13 practical matter, they did not attempt or even unduly
14 influence any decisions that were made by BPI Global.

15 MR. PRENDERGAST: Move to strike
16 everything after they probably could.

17 MR. MATULE: Same.

18 BY MR. PRENDERGAST:

19 Q Turn, if you will, sir, to paragraph 7 on
20 page 7, and directing your attention -- and please
21 read the full paragraph if you care to. But
22 directing your attention to the sentence after the
23 parenthetical about midway through that begins, "The
24 manager will promptly advise." Do you see that
25 language?

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1 A Yes, I do.

2 Q There's a reference to that language. Am
3 I correct that the manager could amend the investment
4 objectives and/or the investment restrictions and
5 practices without the approval of the advisor?

6 A Yes.

7 Q Now, in the sentence thereafter it says,
8 "The investment advisor agrees to make investment
9 recommendations and decisions thereafter."

10 Is there a difference between investment
11 recommendations and decisions?

12 A In my mind, I would say that they're the
13 same.

14 Q Do you know why two different phrases are
15 used for the same thought in this agreement?

16 A I do not.

17 MR. CERA: Object to the form.

18 THE WITNESS: I do not.

19 BY MR. PRENDERGAST:

20 Q Paragraph 8, with reference to the first
21 sentence of that paragraph, I think it's actually one
22 sentence, am I correct that the manager had the right
23 to direct the investment advisor regarding the
24 disposal of any investment asset?

25 A Could you ask the question again, please.

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1 A BPI Global did not have any conversations
2 with anyone at BPI Capital at the inception of the
3 lawsuit, as we believed that we're a fiduciary and
4 have responsibility for our clients' assets.

5 Q Referring back to the investment advisor
6 agreement, which is attached to your affidavit, sir,
7 which is Exhibit 3, I believe, is there a specific
8 provision in there on which you rely for the
9 authority to commence this lawsuit?

10 MR. CERA: Object to form. The document
11 speaks for itself.

12 THE WITNESS: There is a section that I
13 read previously. On page 5, Section 5D, wherein
14 we acknowledge -- BPI Global acknowledges it is
15 a fiduciary to the manager in each of the funds
16 and assumes the duties and responsibility of
17 such fiduciary.

18 In our capacity as fiduciary, we're
19 entrusted with protecting our clients' assets to
20 the best that we can and to represent those who
21 cannot represent themselves in such matters
22 because we are the people who made the ultimate
23 decision to buy and sell the securities.

24 BY MR. PRENDERGAST:

25 Q Is that the only provision on which you

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1 rely for the authority to commence this lawsuit?

2 MR. CERA: Object to the form.

3 THE WITNESS: I don't have an answer for
4 that question. As best as -- I did not refer to
5 the agreement at the commencement of the
6 lawsuit.

7 BY MR. PRENDERGAST:

8 Q As we sit here today are you aware of any
9 other provision in this document which provides BPI
10 Global with the authority to commence this lawsuit?

11 A I'm not aware of any provisions that would
12 indicate that the investment advisor, BPI Global,
13 would be responsible for filing lawsuits on behalf of
14 its clients.

15 MR. PRENDERGAST: Can we take a few
16 minutes?

17 MR. CERA: Yes.

18 MR. PRENDERGAST: Thank you.

19 (A brief recess was taken.)

20 BY MR. PRENDERGAST:

21 Q In retaining Mr. Cera's firm, did you have
22 discussions regarding the amount of fees that Mr.
23 Cera's firm would request as counsel in this case
24 should there be a recovery?

25 A It's a contingent fee arrangement. BPI

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1 wouldn't have to pay any piece if they were handed
2 out an award.

3 Q Did you discuss the percentage of the
4 recovery that Mr. Cera's firm would request from the
5 court?

6 A I don't recall any discussions.

7 Q So your only discussion was -- with regard
8 to fees was that BPI Global would not have to pay
9 any?

10 A That it would be borne out of the
11 recovery, and if there were no recovery, there would
12 be no fees, a contingent basis.

13 Q I just want to try to get down what the
14 current structure is with Trilogy and everybody.

15 A That would -- the current structure --

16 Q Hold on. I will, in all fairness, ask a
17 question.

18 A Okay.

19 Q There was a transaction in 2005 with
20 Trilogy; is that correct?

21 A That is correct.

22 Q Who were the relevant Trilogy entities
23 involved in that transaction --

24 MR. CERA: Object to the form of all these
25 questions. They lack foundation.

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1 MR. CERA: No, that's not what he said.

2 MR. MATULE: Would you like to testify
3 too?

4 MR. CERA: No. I'm allowed to point out
5 that I think it's a misstatement of testimony.

6 MR. MATULE: I think he's the one who is
7 most suited, other than the record, to reflect
8 what exactly he did testify to.

9 THE WITNESS: I believe that was the
10 response that I gave, that I contacted our
11 attorney at Holland & Knight and just asked
12 about the firm in general.

13 MR. CERA: Holland & Knight.

14 MR. MATULE: That's what I was getting to,
15 that my recollection of the testimony was, in
16 fact, correct.

17 Thank you, Mr. Sweeney. I have no further
18 questions.

19 MR. CERA: Thank you.

20 THE COURT REPORTER: Do you want the
21 witness to read and sign?

22 MR. MATULE: Yes, I think he should read
23 and sign before the 30 days.

24 THE COURT REPORTER: Would you like this
25 transcribed?